

connection with negotiating joint ventures and acquisitions, working with individual operating units to develop business and brand strategies, creating overall marketing and brand materials for the parent company as well as its subsidiaries, helping to develop new operating units and, in general, assisting Hagan in setting up companies, providing advice on structure, organization, compensation, corporate governance and other general business consulting.

8. In documentation of the work to be done by Davis for Hagan, on or about December 5, 2002, Davis and Hagan entered into a written agreement (the "Agreement") specifying the fees by which Davis would be paid for his work, the scope of work, time schedule of work and other terms.

9. Davis provided services to Hagan or to the Alta Group of Companies in accordance with the term of the December 5, 2002 consulting agreement.

10. The services provided by Davis for Hagan and/or the Alta Group of Companies continued from December, 2002 until July, 2003, when the Agreement was terminated.

11. In accordance with the terms of the Agreement, Hagan was obligated to pay to Davis certain fees for Davis' efforts and work under the Agreement as well as a termination fee set forth under the Agreement.

12. Despite demand therefor, Hagan has failed and refused to pay to Davis the sums owed by Hagan to Davis under the Agreement.

13. As a result of the failure by Hagan to pay to Davis amounts owed to Davis under the Agreement, Davis has suffered damages.

COUNT I

14. The plaintiff restates and incorporates herein by reference the allegations contained in paragraphs 1 through 13 hereof.

15. The actions of Hagan constitute a breach of contract, as a result of which Davis has suffered damages.

COUNT II

16. The plaintiff restates and incorporates herein by reference the allegations contained in paragraphs 1 through 15 hereof.

17. Hagan benefited from the services performed by Davis for Hagan and/or the Alta Group of Companies at Hagan's request.

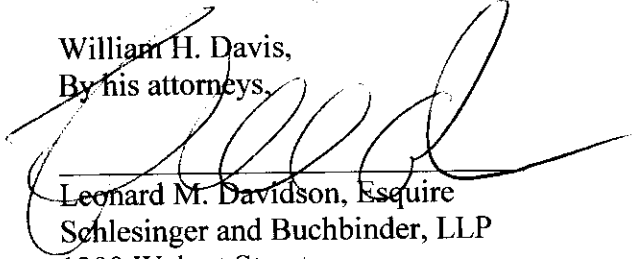
18. Hagan is indebted to Davis for the fair value of services rendered by Davis to Hagan for which services Hagan is liable in *quantum meruit*.

19. As a result of the failure of Hagan to pay Davis amounts due and owing to Davis, Davis has suffered damages.

WHEREFORE, the plaintiff William Davis prays judgment against the defendant, Bernard J. Hagan, Jr., for his damages, plus interest, costs and such other and further relief as may be just and appropriate

THE PLAINTIFF DEMANDS TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

William H. Davis,
By his attorneys.



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